

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the representatives for the **County and Sheriff of Tompkins** (hereinafter "Employer", and the **Tompkins County Deputy Sheriff's Association, Inc.**, (hereinafter "PBA"), affiliated with the New York State Union of Police Associations, Inc. (hereinafter "NYSUPA"), and referred to collectively as the parties.

WHEREAS, the Employer and the PBA are parties to a collective bargaining agreement which had an expiration date of February 28, 2004; and Interest Arbitration Awards (PERB Case No. IA 2005-011; M2004-335) for the period of March 1, 2004 through February 28, 2006, (PERB Case No. IA2008-006; M2007-121) for the period of March 1, 2006 through February 28, 2008, and Fact-Finding Recommendations agreed upon by the parties in PERB Case No. M2004-335, and IA2011-023; M2011-057 for the period of March 1, 2008 through February 28, 2010, and the Base Wage adjustments for the years January 1, 2008 and January 1, 2009 contained in the Findings and Recommendations of the fact finder date of December 28, 2012.

WHEREAS, the parties have now reached an agreement as of the date of execution of this Memorandum of Agreement on the terms and conditions for a successor collective bargaining agreement for the period of **March 1, 2010 through December 31, 2016**, and wish to memorialize their understanding, in writing, pending the signing of a new collective bargaining agreement; and

WHEREAS, upon execution of this Memorandum of Agreement by the representatives of both the Employer and PBA, the parties agree to comply with the following:

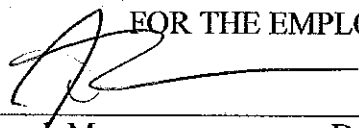
1. All parties who sign this Memorandum of Agreement shall support and endorse it for ratification by their respective bodies. This Memorandum of Agreement is subject to ratification by the PBA and Tompkins County Legislature as set forth herein.
2. All terms and conditions of the collective bargaining agreement, which had an expiration date of **February 28, 2004**, and **Interest Arbitration Awards and Findings and Recommendations referenced above**, shall remain in full force and effect except as agreed to be modified herein.
3. The PBA shall hold a ratification vote no later than June 20, 2016.
4. Upon a majority vote of the members in attendance at the required ratification vote by the PBA of this Memorandum of Agreement, the County Administrator shall be notified by NYSUPA of its successful passage or failure.
5. In the event that the majority of members in attendance at the PBA ratification vote to support this Memorandum of Agreement, the County Administrator shall then place this matter on a County Legislature' agenda for ratification and approval to be held no later than Feb 14, 2016, at which a ratification and approval vote of this Memorandum of Agreement shall be conducted.
6. After ratification by the PBA and County Legislature, all new terms and conditions shall be implemented no later than **the first (1st) full pay period** after

the successful ratification and approval vote of the County Legislature of the Memorandum of Agreement, except those that may have an implementation date(s) that occurs at a specific period within the contract period.

7. The Employer or its representative shall prepare and send a "Draft Red Lined" collective bargaining agreement to NYSUPA's President on behalf of the PBA for its review, consideration and response that it reflects the expired agreement, interest arbitration awards, Findings and Recommendations as referenced above, and this Memorandum of Agreement, no later than 75 calendar days after the successful ratification vote by the County Legislature of this Memorandum of Agreement. After mutual agreement by the parties to the "Draft Red-lined" collective bargaining agreement, a Final "Draft" shall be forwarded thereafter to be executed by the parties.
8. The Employer agrees that any and all retroactive money due and owing, if any, shall be paid no later than **60 calendar days** after the successful ratification vote of the Memorandum of Agreement by the County Legislature to all unit members who were employed during the expired contract period. However, the Employer shall use its best efforts to pay all retroactive money due and owing, if any, no later than 45 calendar days as set forth herein. The Employer shall provide a worksheet to any unit member receiving retroactive money setting forth how the calculation(s) was made and what it represents.
9. The parties agree that upon approval of the County Legislature after ratification by the PBA, this Memorandum of Agreement shall have the full force and effect of the collective bargaining agreement between the parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, upon ratification by the PBA and ratification and approval by the County Legislature, the parties agree that a successor collective bargaining agreement to the one that had an expiration date of **February 28, 2004 and Interest Arbitration Awards and Findings and Recommendations referenced above**, shall reflect the following terms as attached to this Memorandum of Agreement.

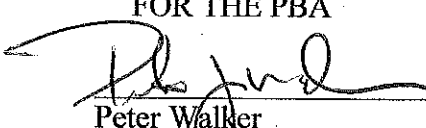
FOR THE EMPLOYER


Joseph Mareane
County Administrator

Date

2/11/16

FOR THE PBA


Peter Walker
President

Date

2/11/16


Ken Lansing
Sheriff

Date

2/11/16

I. HOUSEKEEPING

Correct spelling and grammatical errors mutually agreed upon, change Articles to roman numerals, insert "PBA" where "Association" appears, format agreement consistent with using numbers and letters within each Article from the last executed collective bargaining agreement for the period of March 1, 2001 to February 28, 2004.

II. ARTICLE 1 – INTRODUCTION AND DURATION (p.2)

Insert "Tompkins County Deputy Sheriff's Association, Inc." where "Employees Union of Tompkins County Sheriff's Department" appears and insert applicable dates.

III. ARTICLE 2 – RECOGNITION (p.2)

1. Updated titles as needed, including Base Wage schedules. Add the following:

Effective January 1, 2016, the Employer shall be entitled to hire up to a maximum of four (4) part time competitive class Deputy Sheriffs pursuant to Civil Service Law, which shall be represented by the PBA. These (4) part time competitive class Deputy Sheriff's shall, prior to being hired, be certified through the Municipal Police Training Council, pass a physical and psychological exam, and the Employer agrees that no part time competitive class Deputy Sheriff's shall be scheduled to work more than five (5) eight (8) hour tours of duty (40 hours) in any workweek, as set forth in Article 3 – Compensation, and Article 9 – Road Patrol Schedule. The Employer also agrees to hire retired Tompkins County Deputy Sheriff's or other retired police officers within one (1) year of their retirement date. All retired Tompkins County Deputy Sheriff's shall be given first (1st) preferences who apply for the part time position, before any other retired police officer is hired. The first (1st) preference shall be based on that there were no major violations pursuant to the disciplinary procedure of the Agreement, or by written stipulation of settlement between the parties within the last three (3) years of employment prior to his/her retirement date. The foregoing shall apply to all other retired police officers in the event no Tompkins County Deputy Sheriff is hired.

The parties agree that the term "part time employees" shall be used throughout the Agreement to identify the specific hourly rates of pay, hours of work, and other terms and conditions of employment that are applicable to part time Deputy Sheriffs. In those instances where "employee" appears, it shall mean full time Deputy Sheriffs.

IV. ARTICLE 3 – COMPENSATION (pp. 2-5)

4. (a) Computation of Overtime – Add the following language to read as follows:

Effective March 1, 2016, and in lieu of payment of overtime, an employee at his/her option may elect compensatory time, in whole or part, computed as set forth herein, up to a maximum of eighty (80) hours each year. Compensatory time shall be calculated like overtime, at the rate of one and one half times (1.5X) the number of hours, or part thereof worked (Example: work 8 hours, equals 12 hours of compensatory time). The compensatory time amount herein shall be a "floating cap". (Example: accumulates 80 hours, uses 40 hours, can accumulate another 40 hours, and so on). An employee who has accumulated the maximum compensatory

[Handwritten signatures and dates]
2/11/16
2/11/16

hours set forth herein, and works overtime, shall be paid overtime and not be entitled to elect compensatory time until he/she is below the maximum accumulated hours. All requests shall be submitted to the Sheriff or designee a minimum of seventy-two (72) hours in advance of the requested starting time to use compensatory time. The Sheriff or designees shall advise the employee no later than twenty four (24) hours prior to the starting time to use compensatory time. Upon receiving a request for utilization of compensatory time, at a time when the Sheriff, or his designee, determines that no additional time off can be granted without incurring overtime expense, the Sheriff, or his designee, shall canvass all part-time deputies to determine if any are willing to work the tour of duty in which the compensatory time off was requested, so long as the part-time employee who agrees to work that shift has not already exceeded forty (40) hours in that workweek (thus making him eligible for an overtime payment). After determining whether or not a part-time deputy is available to work the shift for which the compensatory time off was requested, the Sheriff, or his designee, in their sole and complete discretion, may or may not grant the request. In a particular pay period, all overtime worked must be either compensated (paid) overtime, or banked as compensatory time. Once granted, the compensatory time shall not be rescinded. In the event of an exigent circumstance, the Sheriff or designee may waive the minimum notice herein. An employee may request to have some or all of his/her accumulated compensatory time paid out two (2) times each year, upon written notification by the employee to the designated individual in the Sheriff's Office responsible for payroll to provide payment of the compensatory time amount requested. The first (1st) request for payment shall be in the first (1st) pay period of June, to be paid no later than the last pay period in June, and the second (2nd) request shall be in the first (1st) pay period of December, to be paid no later than the last pay period in December of each year. All unused compensatory time at the end of each year, up to the maximum as set forth herein, shall be carried over to the next year.

In the event a part time employee works beyond his/her scheduled eight (8) hour tour of duty (Example: makes an arrest, is on a transport detail beyond his/her scheduled tour of duty), he/she shall not be paid overtime, and continued to be paid his/her hourly rate of pay for all hours or part thereof worked. However, in the event a part time employee works more than forty (40) hours in a workweek, he/she shall be paid overtime, at the rate of one and one half times (1.5X) his/her hourly rate of pay, and shall not be entitled to elect compensatory time in lieu of payment.

4. (b) A shift premium shall be paid to all full and part time employees who are scheduled to work during the hours of 11:00 p.m. to 7:00 a.m., or 3:00 p.m. to 11:00 p.m. Additionally, a shift premium shall also be paid for all Investigators whose shift starts on or after 2:00 p.m., and to employees assigned to boat patrol after 3:00 p.m., as follows:

| | | | |
|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| (N/C) 3/1/10 +\$1.50/hr | (N/C) 3/1/11 +\$1.50/hr | (N/C) 3/1/12 +\$1.50/hr | (N/C) 1/1/13 +\$1.50/hr |
|-------------------------------|-------------------------------|-------------------------------|-------------------------------|

| | | |
|-------------------------------------|-------------------------------------|-------------------------------------|
| (+\$.10/hr) 1/1/14 +\$1.60/hr | (+\$.05/hr) 1/1/15 +\$1.65/hr | (+\$.05/hr) 1/1/16 +\$1.70/hr |
|-------------------------------------|-------------------------------------|-------------------------------------|

The above shall be paid to all employees who are on any paid leave who had been receiving the shift premium when they went on paid leave (example: disability/sick leave, personal, vacation, holiday, GML Section 207-c Leave, etc.)

12. Work Shift - Definition – (NOTE: All of Section 12 should be incorporated into Article 9 – Road Patrol Schedule and call it Work Schedules and Hours of Work and as agreed to be modified by the parties.)

V. ARTICLE 8 – HEALTH INSURANCE (pp. 6-7)

1. Employees hired after the ratification date of this agreement shall enroll in the Greater Tompkins County Municipal Health Insurance Platinum 90 Plan with the same employer/employee cost sharing.
2. (b) VEBA: Amend the amounts as follows:

| | | | | |
|-----------------------------|-----------------|-----------------|-----------------|-----------------|
| | (N/C) 3/1/10 | (N/C) 3/1/11 | (N/C) 3/1/12 | (N/C) 1/1/13 |
| Deputy Sheriffs | \$400.00 | \$400.00 | \$400.00 | \$400.00 |
| | 1/1/10 | 1/1/11 | 1/1/12 | 1/1/13 |
| Administrative/ Clerical | \$375.00 | \$375.00 | \$375.00 | \$375.00 |

(Hired on or before 6/1/03)

| | | | |
|--------------------------|----------|------------|------------|
| | (N/C) | (+\$25.00) | (+\$25.00) |
| | 1/1/14 | 1/1/15 | 1/1/16 |
| Deputy Sheriffs | \$400.00 | \$425.00 | \$450.00 |
| | 1/1/14 | 1/1/15 | 1/1/16 |
| Administrative/ Clerical | \$380.00 | \$405.00 | \$430.00 |

(Hired on or before 6/1/03)

Clerical

(Hired on or after 6/2/03)

NEW \$405.00 \$430.00

PRESCRIPTION DRUG CO-PAY (RX) – Amend the amounts as follows:

| (N/C) | (N/C) | (N/C) | (N/C) | (N/C) | (N/C) |
|---------------|---------------|---------------|---------------|---------------|---------------|
| 1/1/10 | 1/1/11 | 1/1/12 | 1/1/13 | 1/1/14 | 1/1/15 |
| \$5/\$15/\$30 | \$5/\$15/\$30 | \$5/\$15/\$30 | \$5/\$15/\$30 | \$5/\$15/\$30 | \$5/\$15/\$30 |

3/1/16

Retail Pharmacy (Includes
Specialty Rx)

Tier 1 Rx- \$5.00
Tier 2 Rx - \$20.00
Tier 3 Rx- \$35.00

Mail Order Pharmacy

Tier 1 Rx- \$10.00
Tier 2 Rx- \$40.00
Tier 3 Rx- \$70.00

VI. ARTICLE 9 – ROAD PATROL SCHEDULE (pp. 7-8)

Add the following to read as follows:

Effective on or about January 1, 2016, the Employer shall implement a work schedule and hours of work which shall consist of a permanent “A,” “B” and “C” line tours of duty for all Sergeant(s) and deputy sheriffs assigned to patrol duties as follows:

Tours of Duty

“A” Line 11:00 p.m. to 7:00 a.m.

“B” Line 7:00 a.m. to 3:00 p.m.

“C” Line 3:00 p.m. to 11:00 p.m.*

Up to any two (2) employees of the “C” line tour of duty above may be “flexed” by the Sheriff or designee, for a workweek, with a minimum of forty eight (48) hours notice, for up to four (4) hours of the starting time (Example: flexed 3 ½ hours, work 6:30 p.m. to 2:30 a.m.)

All Sergeant(s) and deputy sheriffs who bid for or are assigned to the permanent tours of duty set forth above shall work the following work schedule:

Five (5) consecutive days on, followed by two (2) consecutive days off, followed by Five (5) consecutive days on, followed by two (2) consecutive days off, followed by Four (4) consecutive days on, followed by two (2) consecutive days off, and repeat the cycle.

The Sheriff or designee may assign up to two (2) training days (16 hours), which shall be in blocks of up to a maximum of eight (8) hours, each calendar year to each employee who works the above patrol work schedule, without additional compensation, under the following conditions:

- Receives a minimum of seven (7) calendar days written notice; and
- Shall not be scheduled to either work a tour of duty prior to attending training, or attend training after working a tour of duty on the same day; and
- Shall not be scheduled to attend training on his/her days off when the work schedule

has either a Friday, Saturday or Sunday as a day off; and

- All training attended that is less than eight (8) hours (1 day), the employee shall be credited for the entire eight (8) hours (i.e. – attends 5 hours of training, credited with 8 hours); and
- Shall not be scheduled while on a paid leave (i.e. vacation, compensatory time, disability (sick) leave, or personal leave)
- Any of the above situations may be modified between a mutual agreement between the employee and the administration.
- The K-9 employee shall be assigned each year by the Sheriff or designee to one (1) of the above tours of duty, regardless of seniority, and before the annual bidding occurs.

(See Attached Patrol Work Schedule Illustration)

After the initial implementation, the annual bidding shall commence on or about November 1st through November 30th of each year effective January 1st through December 31st of the following year. The Sergeants and deputy sheriffs shall provide their selection to the Sheriff or designee (example: 1st “A” line, 2nd “B” line and 3rd “C” line). All bidding shall be by seniority as long as the employee has completed a minimum of twenty-four (24) months of full-time service as a deputy sheriff by the end of the completion of the annual bidding period as set forth herein. An employee who has not completed the minimum twenty-four (24) months as set forth herein, shall be placed on a tour of duty by the Sheriff or designee prior to the annual bidding until he/she has completed the twenty-four (24) months. The Sergeants shall bid first (1st), and then bidding by all other deputy sheriffs assigned to patrol duties. In the event there are an insufficient number of volunteers based on seniority, then the Sheriff or designee may assign Sergeant(s) and then deputy sheriffs in the inverse order of seniority to the “A,” “C” and “B” lines until the staffing level determined by the Sheriff has been achieved. The assignment of a Sergeant(s), shall be by when he/she was appointed to the rank of Sergeant and of deputy sheriff based on their date of hire by the Employer. After receipt of all selections and based on the staffing levels determined by the Sheriff for all tours of duty as set forth herein, he/she shall provide and/or post the tour of duty granted based on the selections submitted by seniority or assigned involuntarily. The bidding for tours of duty shall be done two (2) times each year. The first (1st) bid shall be in the month of March each year, for the period of April through September. The second (2nd) bid shall be in the month of August each year, for the period of September through March. Both bidding periods are to be completed no later than the 20th of each month to accomplish vacation selections as set forth in Article 11- Vacations for the periods set forth herein.

In the event a vacancy in any tour of duty occurs during the year due to promotion, or resignation, or retirement, or illness or injury which is not due to and/or incurred in the performance of duty where an employee has been out for at least fourteen (14) consecutive calendar days, or has notified the Sheriff or designee based on a medical provider indicating that he/she will be out of work over fourteen (14) consecutive calendar days, or has notified the Sheriff or designee based on a medical provider indicating that he/she will be out over fourteen (14) consecutive calendar days, or due to the severity of

the illness or injury, the Sheriff or designee can determine that the absence will be over fourteen (14) consecutive calendar days, and the Sheriff or designee elects to fill that vacancy, he/she shall post the vacancy to be filled for a minimum of seven (7) consecutive calendar days prior to its filling, providing any Sergeant and/or deputy sheriff with the opportunity to volunteer, depending on the need determined (e.g., Sergeant(s) and/or deputy sheriff(s)), to fill the vacancy. In the event there are no volunteers, the Sheriff or designee may involuntarily assign the least senior Sergeant and/or deputy sheriff, depending on the need determined to fill the vacancy. In either case, voluntary or involuntary assignment, each employee shall receive a minimum of twenty-four (24) consecutive hours off from the end of the last tour of duty worked, to the start of the tour of duty he/she is reporting to. Any employee who is voluntarily being reassigned, or is being assigned involuntarily, and who has had any previously approved paid leave (e.g., vacation, personal leave, etc.), shall have the option to have that leave re-credited or take the leave previously approved. In the event of an emergency, as defined by law, all timeframes herein are waived. The Sheriff or designee shall limit all involuntary assignments to fill a vacancy, except for the annual bidding, not to exceed sixty (60) consecutive calendar days.

The Sheriff may involuntarily re-assign an employee to another tour of duty, for a defined operational need, not to exceed sixty (60) consecutive days. In that event, the employee being involuntarily re-assigned shall receive a minimum of twenty-four (24) hours off from the end of the last tour of duty worked, to the start of the tour of duty he/she is report to. Any employee who is being involuntarily assigned and who has had any previously approved paid leave (e.g., vacation, personal leave, etc.), shall have the option to have that leave re-credited or take the leave previously approved. At the conclusion of the defined operational need (e.g., 30 consecutive calendar days), the employee shall be returned to the tour of duty he/she was involuntarily removed from with the same conditions set forth herein (e.g., 24 hours and approved paid leave). No employee shall have his/her days off changed during the involuntary reassignment.

Notwithstanding the above, an employee who is injured or becomes sick due to his/her performance of duty who has been approved and granted General Municipal Law Section 207-c status, and has been out of work for at least sixty (60) consecutive calendar days and provides notice based on a medical provider that states the employee shall not be able to return to work for at least another thirty (30) consecutive calendar days or more, and the Sheriff elects to fill that vacancy, he/she shall follow the same procedure set forth herein regarding filling the vacancy. In the event of an emergency, as defined by law, all time frames herein are waived. The Sheriff shall limit all involuntary assignments to fill a vacancy, except for the annual bidding, not to exceed sixty (60) consecutive calendar days.

An employee may voluntarily agree to be removed from his/her scheduled tour of duty to attend a training seminar or class in lieu of working his/her scheduled tour of duty that day. In the event the employee voluntarily agrees to be removed from his/her scheduled tour(s) of duty, no involuntarily assignment shall occur.

During the year, January 1st through December 31st and in the event an employee seeks to switch his/her bidded or involuntary assignment to a tour of duty, he/she may seek a

volunteer for the switch, subject to the approval of the Sheriff or designee, which shall not be unreasonably denied. In the event there is no volunteer, that employee shall remain on his/her tour of duty until the annual bidding occurs as set forth herein.

No employee shall be disciplined by the use of involuntary assignment to a tour of duty.

Part Time Employees

Effective January 1, 2016, a part time employee as defined in Article 2 – Recognition, shall only be scheduled and used in addition to the complement of full time employees scheduled and working patrol tours of duty as set forth in this Article, pursuant to the following circumstances:

- Airport Duty; or
- Special Detail(s); or
- Transporting a prisoner(s); or
- The granting of compensatory time off; or
- Working a tour of duty or assignment when no full time employee voluntarily signs up to work overtime; or
- In the event the County contracts with another municipality in the County for the providing of police services and that municipality has a police force which utilized part-time officers, the county may utilize part-time deputies to fulfill the obligations of the contract; or
- In the event the County enters into a contract of one year or more with another municipality in the County for providing police services, and that municipality does not currently have a police force, the County will assign full-time officers to regularly scheduled eight-hour tours of duty that extend four or more days per week, and may assign part-time deputies to regularly scheduled eight-hour tours of duty that extend 3 or fewer days per week.

Seniority shall be applied in the assignment of up to three (3), eight (8) hour tours of duty, twenty-four (24) hours maximum each week, except to grant compensatory time off as set forth herein. Seniority shall be defined as the date of hire, date sworn in, as a part-time deputy sheriff with the Employer. The Sheriff or designee shall notify the part-time deputy(s) of the tours of duty they are scheduled to work as soon as practical based on becoming aware of the need. In addition to the forgoing, a part-time deputy shall be entitled to attend any court or administrative proceeding due to his/her performance as a deputy sheriff (Examples: arrests, grand jury appearances, DWI refusal hearing, etc.), including any approved training, so long as the total number of hours in each workweek does not exceed forty hours.

The parties agree that all of the scheduling language and the use of part-time employees can be submitted to and eligible for interest arbitration as a mandatory subject of collective bargaining, and not subject to fact-finding.

12. (f) K-9 employee work schedule – (NOTE: All of Section 12 should be

incorporated into Article 9 – Road Patrol Schedule and call it Work Schedules and Hours of Work as agree to be modified by the parties).

15. Mandatory On Call

Add the following to read as follows:

Each Investigator or Senior Investigator who is placed “on call” during times when no Investigator is regularly scheduled to work, shall be provided with an unmarked police vehicle while “on call,” at no cost to that employee. The Investigator who is “on call” shall be the Investigator contacted. The “on call” Investigator shall determine whether or not he/she is required to respond to the Sheriff’s Office or crime scene, or will respond as directed by the Senior Investigator or Road Lieutenant. In the event the “on call” Investigator has to respond, he/she shall do so within one (1) hour of being contacted, and shall be compensated from the time the call was received, and travel time portal-to-portal, with a minimum of two (2) hours of overtime, and be covered during that travel time by General Municipal Law Section 207-c. In recognition for being placed “on call,” each Investigator or Senior Investigator shall receive the following additional compensation:

| | | | |
|--------------|--------------|--------------|------------|
| (N/C) | (N/C) | (N/C) | (N/C) |
| 3/1/10 | 3/1/11 | 3/1/12 | 1/1/13 |
| +\$2.00/hr | +\$2.00/hr | +\$2.00/hr | +\$2.00/hr |
| | | | |
| (+\$0.10/hr) | (+\$0.05/hr) | (+\$0.05/hr) | |
| 1/1/14 | 1/1/15 | 3/1/16 | |
| +\$2.10/hr | +\$2.15/hr | +\$2.20/hr | |

Each “on call” status shall be distributed equally to each Investigator and Senior Investigator. The “on call” scheduled shall be assigned and posted for each calendar month, at least thirty (30) calendar days prior to the effective schedule. The Investigator(s) and Senior Investigator shall be entitled to “switch” or “swap” their “on call” status with each other, with the prior approval of the Sheriff or designee.

16. **Call-In** – Insert Interest Arbitration Award language here (**PERB Case No.:** IA2008-006; M2007-121 – 3/1/06-2/28/08).

VII. ARTICLE 10 – HOLIDAYS (p. 9)

Effective January 1, 2016, a part time employee who works on any of the above listed Holidays, or any part thereof, shall be paid at the rate of one and one half times (1.5X) his/her hourly rate of pay.

VIII. ARTICLE 11 – VACATION (pp. 9-10)

Amend to read as follows:

Effective January 1, 2016, employees' vacation time shall become an "allotted benefit"; to be credited to the employees vacation time balance at the beginning of the year. The "allotted" vacation time will be calculated similarly to "accrued" vacation time; as described in ARTICLE 11, Section 2.

If an employee has used more vacation time at termination than would have been used with the vacation schedule referenced in the previous contract, payment for those days will be deducted from the employees' last paycheck. If an employee has not used more vacation time at termination than would have been used with the vacation schedule reference in the previous contract, payment for those days will be added to the employees' last paycheck.

Upon completion of the bidding of tours of duty as set forth in Article 9 – Road Patrol Schedule, the selection of vacation for the six (6) month bidding period shall commence, and be completed by the end of March and August respectively.

IX. ARTICLE 13 – LONGEVITY (p. 10)

Amend the schedule to read as follows: (Deputy Sheriffs)

| (N/C) Years of Service | (N/C) 3/1/10 | (N/C) 3/1/11 | (N/C) 3/1/12 | (N/C) 1/1/13 |
|--|-----------------|-----------------|-----------------|-----------------|
| Start of the 8 th Year through 9 th Year | \$ 525.00 | \$ 525.00 | \$ 525.00 | \$ 525.00 |
| Start of the 10 th Year through 13 th Year | \$ 725.00 | \$ 725.00 | \$ 725.00 | \$ 725.00 |
| Start of the 14 th Year through 17 th Year | \$ 850.00 | \$ 850.00 | \$ 850.00 | \$ 850.00 |
| Start of the 18 th Year and Above | \$1,050.00 | \$1,050.00 | \$1,050.00 | \$1,050.00 |

| (N/C) Years of Service | (+\$50.00) 1/1/14 | (+\$75.00) 1/1/15 | (+\$75.00) 1/1/16 |
|--|----------------------|----------------------|----------------------|
| Start of the 8 th Year through 9 th Year | \$ 575.00 | \$ 650.00 | \$ 725.00 |
| Start of the 10 th Year through 13 th Year | \$ 775.00 | \$ 850.00 | \$ 925.00 |
| Start of the 14 th Year through 17 th Year | \$ 900.00 | \$ 975.00 | \$1,050.00 |
| Start of the 18 th Year and Above | \$1,100.00 | \$1,175.00 | \$1,250.00 |

Longevity shall be calculated and paid for all prior service with the Employer, or as a full-time police officer, or Deputy Sheriff hired with prior credited service in the State of New York. Longevity shall be included in the overtime calculation rate.

Amend the schedule to read as follows:
(Administrative/Clerical)

(N/C)

| Years of Service | 1/1/10 | 1/1/11 | 1/1/12 | 1/1/13 |
|--|----------|------------------------|------------------------|-------------------------|
| Start of the 10 th Year through 14 th Year | \$490.00 | (+\$10.00) \$500.00 | (+\$10.00) \$510.00 | (+\$10.00) \$520.00 |
| Start of the 15 th Year through 19 th Year | \$690.00 | (+\$10.00) \$700.00 | (+\$10.00) \$710.00 | (+\$10.00) \$720.00 |
| Start of the 20 th Year through 24 th Year | \$760.00 | (+\$15.00) \$775.00 | (+\$15.00) \$790.00 | (+\$15.00) \$805.00 |
| Start of the 25 th Year and Above | \$960.00 | (+\$15.00) \$975.00 | (+\$15.00) \$990.00 | (+\$15.00) \$1005.00 |

(N/C)

| Years of Service | 1/1/14 | 1/1/15 | 1/1/16 |
|--|--------------------------|--------------------------|--------------------------|
| Start of the 10 th Year through 14 th Year | (+\$25.00) \$545.00 | (+\$25.00) \$570.00 | (+\$30.00) \$600.00 |
| Start of the 15 th Year through 19 th Year | (+\$25.00) \$745.00 | (+\$25.00) \$770.00 | (+\$30.00) \$800.00 |
| Start of the 20 th Year through 24 th Year | (+\$35.00) \$840.00 | (+\$35.00) \$875.00 | (+\$50.00) \$925.00 |
| Start of the 25 th Year and Above | (+\$45.00) \$1,050.00 | (+\$50.00) \$1,100.00 | (+\$75.00) \$1,175.00 |

X. ARTICLE 16 – BENEFITS UNDER SECTION 207-C OF THE GENERAL MUNICIPAL LAW (p. 12) – Change Article Heading to GENERAL MUNICIPAL LAW 207-C PROCEDURE (FOR DEPUTY SHERIFFS ONLY)

Effective January 1, 2016, for the purposes of applying GML § 207-c to a part-time Deputy who is retired and collecting a retirement allowance from either the New York State and Local Employees Retirement System (NYSLERS), or the New York State Police and Fireman's Retirement System (NYSPFRS), it is agreed that because that individual is no longer a member of the retirement system they are, therefore, ineligible to apply for and/or receive a disability retirement and both the individual and the employer are unable to

effectuate the purposes of§ 207-c when an injury or an illness incurred in the performance of duty has become permanent. Any such illness or injury that is deemed permanent by the employer's physician shall result in the discontinuation of any wage supplements being paid to the individual pursuant to the provisions of§ 207-c. An injury which has a downtime of 26 weeks (or more) shall be deemed permanent for purposes of wage supplementation. Any such individual who may be employed by the County shall execute an acknowledgement and waiver of§ 207-c wage supplements in furtherance of this provision.

For the purpose of applying GML § 207-c to a part-time Deputy for the payment of "regular salary or wages," he/she shall be paid based on the average number of hours worked during the year (52 weeks) immediately preceding the injury and/or illness, except in no event shall the individual be entitled to more than a wage payment greater than 20 hours times the regular hourly rate being paid to that individual. (NOTE: The 52 weeks shall be used if that part-time Deputy was "employed" during that entire period. In the event the part-time Deputy began employment less than 52 weeks prior to sustaining the injury or illness, then the average number of hours to be used would be calculated by dividing the total hours worked by the number of weeks the part-time Deputy was employed, subject to a maximum of 20 hours per week multiplied by the regular hourly rate.)

The term "employed" shall be applied as follows: During the preceding 52-week period while appointed as a part-time Deputy the individual worked 260 hours regardless of how/when the hours were worked. The average number of hours worked per week was 5 and that is what 207-c compensation will be based upon.

XI. ARTICLE 21 – CLOTHING ALLOWANCE (p. 13)

The Employer shall provide each new hire with an initial uniform and equipment issue, at no cost to the employee. Thereafter, each employee shall be entitled to the amounts set forth below for the purchase of uniforms and/or cleaning. All purchasing, cleaning and replacement shall be through the Tompkins County Purchasing Department (see attached Schedule “” for eligible items). All equipment shall be replaced on a normal wear and tear basis, at no cost to the employee. The clothing allowance shall be:

| (N/C) 3/1/10 | (N/C) 3/1/11 | (N/C) 3/1/12 | (N/C) 1/1/13 |
|----------------------|----------------------|----------------------|-----------------|
| \$425.00 | \$425.00 | \$425.00 | \$425.00 |
| (+\$25.00) 1/1/14 | (+\$25.00) 1/1/15 | (+\$25.00) 1/1/16 | |
| \$450.00 | \$475.00 | \$500.00 | |

Effective January 1, 2016, and upon hire, a part time employee who is a retired deputy sheriff shall not be issued uniforms and equipment, and shall continue to use his/her uniforms and equipment provided when he/she was a full time employee. In the event a new part time hire is not a retired deputy sheriff, he/she shall be issued an initial uniform and equipment, at no cost to the part time employee. The initial uniform and equipment issued shall be in sufficient quantity based on the status of working part time. The equipment issue shall be the same as provided to the full time employee, except that no

Taser or portable radio shall be issued to take home, but will be provided to use when working. The Taser shall only be issued if trained in its use. Thereafter, each employee shall be entitled to the amounts set forth below for the purchase of uniforms and/or cleaning. All purchasing, cleaning and replacement shall be through the Tompkins County Purchasing Department (see attached exhibit D for eligible items). All equipment shall be replaced on a normal wear and tear basis, at no cost to the employee. The clothing allowance for a part time employee shall be as follows:

| 1/1/16 | |
|---------------------------|---------|
| For each 250 hours worked | \$50.00 |

Upon promotion to Investigator, that employee shall receive a one (1) time additional payment for the purchase of clothing and shoes over and above the amount set forth above as follows:

| | | | |
|--|--|--|-------------------------------------|
| (N/C) <u>3/1/10</u> +\$325.00 | (N/C) <u>3/1/11</u> +\$325.00 | (N/C) <u>3/1/12</u> +\$325.00 | (N/C) <u>1/1/13</u> +\$325.00 |
| (+\$25.00) <u>1/1/14</u> +\$350.00 | (+\$25.00) <u>1/1/15</u> +\$375.00 | (+\$25.00) <u>1/1/16</u> +\$400.00 | |

When an employee is out for more than four (4) consecutive months of work in a contract year, the clothing allowance shall be pro-rated. In the event the clothing allowance has already been spent during the contract year, and that employee is out for more than four (4) consecutive months of work in a contract year, his/her clothing allowance the following contract year shall be pro-rated. Any uniforms or equipment damaged in the line of duty and reported, in writing, to a Sergeant within three (3) work days of the occurrence, shall be replaced at no cost to the employee.

XII. ARTICLE 25- LAYOFF PROCEDURE FOR COMPETITIVE CLASS EMPLOYEES (p. 14)

There shall be no layoff of a full time deputy sheriff until all part-time Deputy Sheriff's are laid off first (1st).

XIII. ARTICLE 31 - SAVINGS CLAUSE (p. 15) - Change Article heading to SEPARABILITY and add a new sentence at the end to read as follows:

In that event, the parties shall meet and negotiate the impact of the Article(s), sub-section(s) and/or paragraph(s) of this Agreement that has been declared invalid.

XIV. ARTICLE 34 - EMPLOYEE RIGHTS (pp. 16-20)

Section 9 – Procedures for Arbitration –

Within ten (10) days of receipt of an employee's Notice For Arbitration, the Employer's and PBA's representatives will contact the Arbitrator's as set forth below , on a rotational basis, for a mutually agreeable hearing date(s) within sixty (60) calendar days of the contact.

- 1. Dennis Campagna**
- 2. Louis Patack**
- 3. Howard Foster**
- 4. Jay Siegal**

XV. ARTICLE 35 - GRIEVANCE PROCEDURE (pp. 21-22) - Effective July 1, 2015,

4. Procedure –

Step 1 – Sheriff or Undersheriff

An employee or PBA shall present the grievance in writing to the Sheriff or Undersheriff no later than thirty (30) days after its occurrence. The Sheriff or Undersheriff shall provide his/her written decision no later than ten (10) days after receipt of the grievance.

In the event the matter is resolved, the PBA, Sheriff and Commissioner of Personnel shall execute a written Stipulation of Settlement, which shall be attached to the Agreement.

Step 2 – Commissioner of Personnel

In the event the employee or the PBA wishes to appeal an unsatisfactory decision at Step 1, the appeal shall be presented to the Commissioner of Personnel no later than ten (10) days after receipt of the Step 1 decision. The Commissioner of Personnel shall render his/her written decision no later than ten (10) days after receipt of the appeal to the employee, and the PBA President.

Step 3 – Arbitration

In the event the PBA wishes to appeal an unsatisfactory decision at Step 2, a demand for arbitration shall be presented to the Commissioner of Personnel no later than ten (10) days of receipt of the Step 2 decision. The Commissioner of Personnel shall notify the PBA and Employer representatives in writing, no later than five (5) days after receipt of the demand for arbitration and the arbitration panelist who is next up in the rotation to hear the grievance. The PBA and Employer representatives shall contact the arbitrator for mutually agreeable dates and times for the arbitration. The parties agree to the following arbitrators:

- 1. Dennis Campagna**
- 2. Louis Patack**
- 3. Howard Foster**
- 4. Jay Siegal**

The arbitrator shall have no power to add to or subtract from or modify the provisions of this Agreement in arriving at a decision of the issues presented. The arbitrator's decision shall be binding on both parties. All fees and expenses of the arbitration shall be divided equally between the parties. In the event either party requests a transcribed record of the arbitration, that cost shall also be divided equally between the parties, and shall be the official record of the arbitration. Each party shall bear the cost of preparing its own case.

DEPUTY SHERIFFS' BASE WAGE SCHEDULE

| | (N/C) 3/1/10 | (1.50%) 3/1/11 | (1.50%) 3/1/12 |
|--------------------------------------|-------------------|-------------------|-------------------|
| | Hire/Work | Hire/Work | Hire/Work |
| Deputy Sheriff Trainee * | \$47,033/\$51,546 | \$47,739/\$52,319 | \$48,455/\$53,104 |
| Deputy Sheriff | \$52,162/\$56,673 | \$52,944/\$57,523 | \$53,738/\$58,386 |
| Deputy Sheriff Criminal Investigator | \$63,115/\$68,574 | \$64,062/\$69,603 | \$65,023/\$70,647 |
| Deputy Sheriff Juvenile Investigator | \$63,115/\$68,574 | \$64,062/\$69,603 | \$65,023/\$70,647 |
| Deputy Sheriff Sergeant | \$63,115/\$68,574 | \$64,062/\$69,603 | \$65,023/\$70,647 |
| Senior Criminal Investigator | \$69,425/\$75,431 | \$70,466/\$76,562 | \$71,523/\$77,710 |
| Lieutenant | \$69,425/\$75,431 | \$70,466/\$76,562 | \$71,523/\$77,710 |
| | (2.5%) 1/1/13 | (2.5%) 1/1/14 | (2.75%) 1/1/15 |
| | Hire/Work | Hire/Work | Hire/Work |
| Deputy Sheriff Trainee | \$49,666/\$54,432 | \$50,908/\$55,793 | \$52,308/\$57,327 |
| Deputy Sheriff | \$55,081/\$59,846 | \$56,458/\$61,342 | \$58,011/\$63,029 |
| Deputy Sheriff Criminal Investigator | \$66,649/\$72,413 | \$68,315/\$74,223 | \$70,194/\$76,264 |
| Deputy Sheriff Juvenile Investigator | \$66,649/\$72,413 | \$68,315/\$74,223 | \$70,194/\$76,264 |
| Deputy Sheriff Sergeant | \$66,649/\$72,413 | \$68,315/\$74,223 | \$70,194/\$76,264 |
| Senior Criminal Investigator | \$73,311/\$79,653 | \$75,144/\$81,644 | \$77,210/\$83,889 |
| Lieutenant | \$73,311/\$79,653 | \$75,144/\$81,644 | \$77,210/\$83,889 |
| | (2.75%) 1/1/16 | | |
| Deputy Sheriff Trainee | \$53,746/\$58,903 | | |
| Deputy Sheriff | \$59,606/\$64,762 | | |
| Deputy Sheriff Criminal Investigator | \$72,124/\$78,361 | | |
| Deputy Sheriff Juvenile Investigator | \$72,124/\$78,361 | | |
| Deputy Sheriff Sergeant | \$72,124/\$78,361 | | |
| Senior Criminal Investigator | \$79,333/\$86,196 | | |
| Lieutenant | \$79,333/\$86,196 | | |

Effective January 1, 2016, hourly wage calculations, regardless of schedules worked, to include part time deputies, shall be calculated on 2,070 hours worked per year. (i.e. the part time Deputy Sheriff shall be paid at the full time Deputy Sheriff Trainee Hire hourly rate of pay of \$25.964/hr) For individuals who are working a normal 2,080 hour work year, they will receive 10 "supplemental (uncompensated) hours" but will also have their hourly rate computed by dividing by 2070.

ADMINISTRATIVE/CLERICAL BASE WAGE SCHEDULE

| | (N/C) | (N/C) | (N/C) |
|--|-------------------|-------------------|-------------------|
| (Titles to Be Verified Including New Titles And Base Wage) | 1/1/10 | 3/1/11 | 3/1/12 (1) |
| | Hire/Work | Hire/Work | Hire/Work |
| Keyboard Specialist | \$30,897/\$33,565 | \$30,897/\$33,565 | \$30,897/\$33,565 |
| Sheriff's Clerk | \$38,064/\$42,345 | \$38,064/\$42,345 | \$38,064/\$42,345 |
| Secretary | \$38,064/\$42,345 | \$38,064/\$42,345 | \$38,064/\$42,345 |
| Civil Account Permit Clerk | \$38,064/\$42,345 | \$38,064/\$42,345 | \$38,064/\$42,345 |
| Senior Civil Account Permit Clerk | \$43,171/\$47,451 | \$43,171/\$47,451 | \$43,171/\$47,451 |

(1) NOTE: ALL EMPLOYEES SHALL BE PAID A ONE (1) TIME BONUS OF \$1,250.00

| (Titles to Be Verified Including New Titles And Base Wage) | (2.0%) | (2.0%) | (2.0%) |
|--|-------------------|-------------------|-------------------|
| | 1/1/13 | 1/1/14 | 1/1/15 |
| | Hire/Work | Hire/Work | Hire/Work |
| Keyboard Specialist | \$31,515/\$34,236 | \$32,145/\$34,921 | \$32,868/\$35,707 |
| Sheriff's Clerk | \$38,825/\$43,192 | \$39,602/\$44,056 | \$40,493/\$45,047 |
| Secretary | \$38,825/\$43,192 | \$39,602/\$44,056 | \$40,493/\$45,047 |
| Civil Account Permit Clerk | \$38,825/\$43,192 | \$39,602/\$44,056 | \$40,493/\$45,047 |
| Senior Civil Account Permit Clerk | \$44,034/\$48,400 | \$44,915/\$49,368 | \$45,926/\$50,479 |

| (Titles to Be Verified Including New Titles And Base Wage) | (2.25%) |
|--|-------------------|
| | 1/1/16 |
| | Hire/Work |
| Keyboard Specialist | \$33,608/\$36,510 |
| Sheriff's Clerk | \$41,404/\$46,061 |
| Secretary | \$41,404/\$46,061 |
| Civil Account Permit Clerk | \$41,404/\$46,061 |
| Senior Civil Account Permit Clerk | \$46,959/\$51,615 |

APPENDIX “ ”

TOMPKINS COUNTY DEPUTY SHERIFF PATROL WORK SCHEDULE ILLUSTRATION


TO BE INSERTED HERE FOR THE “A”, “B”, AND “C” LINE TOURS OF DUTY

Hourly Rates, Effective 1/1/16

| | <u>Hire Rate</u> | | <u>Work Rate</u> | |
|--------------------------------------|------------------|--------|------------------|--------|
| | Salary | Hourly | Salary | Hourly |
| Deputy Sheriff Trainee | 53,746 | 25.97 | 58,903 | 28.46 |
| Deputy Sheriff | 59,606 | 28.80 | 64,762 | 31.29 |
| Deputy Sheriff Criminal Investigator | 72,124 | 34.85 | 78,361 | 37.86 |
| Deputy Sheriff Juvenile Investigator | 72,124 | 34.85 | 78,361 | 37.86 |
| Deputy Sheriff Sergeant | 72,124 | 34.85 | 78,361 | 37.86 |
| Senior Criminal Investigator | 79,333 | 38.33 | 86,196 | 41.65 |
| Lieutenant | 79,333 | 38.33 | 86,196 | 41.65 |

Salary/2070 hours; rounded up to the nearest penny.

Prior to 2016, hourly rate is calculated by dividing the annual salary by 2080 hours and rounding up to the nearest penny.

 2/11/16
for 2/11/16